

Edith A. Gardner et al

No. 10,670 EQUITY.

VS.

David A. Fry et al

In the Circuit Court for Frederick County,  
Sitting as a Court of Equity.

March TERM, 1923

The above cause standing ready for a hearing, and being submitted, the Bill, Answer, Exhibits and

*evidence* and all other proceedings were by the Court read and considered  
*and the court being satisfied from the evidence*  
*that the lands mentioned in the proceedings*  
*cannot be divided without cost and*  
*injury*

It is thereupon, this *3<sup>rd</sup>* day of *March* in the year *nine* ~~eighteen~~ hundred and *twenty three*  
 by the Circuit Court for Frederick County, as a Court of Equity, and by the authority of said Court, ad-  
 judged, ordered, and decreed, that the land and premises mentioned in these proceedings be sold,

and that *William M. Storm and Reuben B. Hays*  
 of Frederick County, be, and *they are* hereby appointed Trustee to make the said sales, and that  
 the course and manner of *their* proceedings shall be as follows: *They* shall first file in the  
 Clerk's office of this Court, a BOND to the State of Maryland, executed by *them* with a surety, or sure-  
 ties, to be approved by the Court, or the Clerk thereof, in the penalty of *Four Thousand*  
 Dollars, conditioned for the faithful performance of the trust reposed in *them* by this decree, or which  
 may be reposed in *them* by any future order, or decree in the premises. *They* shall then  
 proceed to make sale of the said Real Estate, having first given at least three weeks previous notice, inserted in  
 some newspaper printed in Frederick County, and such other notice as *they* may think proper of the  
 time, place, manner and terms of sale; which terms shall be as follows: One *half* of the purchase money  
 to be paid in cash on the day of sale, or on the ratification thereof by the Court, the residue in *six*  
*months* the purchaser or purchasers giving his, her, or their notes,  
 with approved security and bearing interest from the day of sale, *for the deferred*  
*payment, or see cash at the option of the purchaser*

and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a  
 full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such  
 sale or sales annexed, and on the ratification of such sale or sales by the Court, and on payment of the  
 whole purchase money, and not before, the said Trustee by a good and sufficient deed to be executed and  
 acknowledged agreeably to law, shall convey to the purchaser or purchasers of the said property, and to his,  
 her or their heirs, the property to him, her or them sold, free, clear, and discharged of all claim of the  
 parties to this cause, and of any person or persons claiming by, from, or under them; and the said Trustee  
 shall bring into this Court the money arising on such sale or sales, and the bonds or notes which may be taken  
 for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this  
 suit, and such commission to the said Trustee as the Court shall think proper to allow, on consideration of

the skill, attention and fidelity wherewith *they* shall appear to have discharged *their* trust.

*Glenn H. Worthington*